

**ZB# 75-21-A**

**VSH Realty, Inc.**

**(no SBL given)**

# Public Hearing

August 25th - 8 pm.

Rider, Weiner & Loeb -  
(Steve Reincke)  
562-8900

# 94  
Union Ave. &

(old Gulf Sta.)

Needs Special Permit  
also.

All fees Paid

## GENERAL RECEIPT

2536

Town of New Windsor, N. Y.

Aug. 27, 1975

Received of VSH Realty - File 75-21 a \$ 25.<sup>00</sup>Twenty-five and <sup>00</sup>/<sub>100</sub> Dollars

For Variance Application

## DISTRIBUTION

FUND	CODE	AMOUNT

WILLIAMSON LAW BOOK CO., ROCHESTER, N. Y. 14609

BY Pauline Townsend

Deputy Town Clerk

TITLE

**Legal Notice**  
**PUBLIC NOTICE OF**  
**HEARING BEFORE**  
**THE ZONING BOARD**  
**OF APPEALS**

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Town of New Windsor, New York will hold a public hearing pursuant to Section 48-33A of the Zoning Ordinance on the following proposition:

Appeal No. 71-21 (a)  
 Request of V S H Realty, Inc. for a Variance of the regulations of the Zoning Ordinance, to permit relocation of a structure on its property being a Variance of New Windsor Zoning-Local Law, Section 3.2, Table of Use Regulations, Column B, for property owned by him situated as follows: corner of Union Avenue and Route 94, Town of New Windsor, N.Y.

SAID HEARING will take place on the 25th day of August, 1975, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y. beginning at 8:00 o'clock P.M.

THEODORE JARGSTORF  
 Chairman  
 By: Patricia Dello  
 Secretary  
 Aug 14

**State of New York**  
**County of Orange, ss:**

Patti Harrison, being duly sworn deposes and says that he is ..... Principal Clerk.... of Newburgh-Beacon News Co., Inc., Publisher of The Evening News, a daily newspaper published and of general circulation in the Counties of Orange and Dutchess, and that the notice of which the annexed is a true copy was published . . . . .

..... Once .....

in said newspaper, commencing on the.....16th.....day of .....

.....August.....A.D., 19 75, and ending on the .....16th..... day of .....August..... A.D., 19 75

**Subscribed and sworn to before me this**  
 .....19th..... day of .....August..... 19 75.....

} Patti Harrison

Thelma Leach

.....  
**Notary Public of the State of New York, County of Orange.**  
**MY COMMISSION EXPIRES MARCH 30, 1977**

Union  
Rt. 94.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

#71-21 (a)  
(Number)

8/19/75.  
(Date)

I. Applicant information:

- (a) V.S.H. Realty Inc.  
(Name, address and phone of Applicant)
- (b) Same as applicant  
(Name, address and phone of purchaser or lessee)  
Rider, Weiner & Loeb, P.C., Little Britain Road,
- (c) P.O. Box 1268, Newburgh, N.Y. 562-8700  
(Name, address and phone of attorney)
- (d) None  
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☒ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) NC corner Union Avenue  
(Zone) (Address) and Route 94 8704 sq. feet  
(M B L) (Lot size)
- (b) What other zones lie within 500 ft.? R 4
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? under contract
- (e) Has property been subdivided previously? no When?
- (f) Has property been subject of variance or special permit previously? no When?
- (g) Has an order-to-remedy violation been issued against the property by

#71-21 (a)  
(Number)

8/19/75.  
(Date)

I. Applicant information:

- (a) V.S.H. Realty Inc.  
(Name, address and phone of Applicant)
- (b) Same as applicant  
(Name, address and phone of purchaser or lessee)  
Rider, Weiner & Loeb, P.C., Little Britain Road,
- (c) P.O. Box 1268, Newburgh, N.Y. 562-8700  
(Name, address and phone of attorney)
- (d) None  
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☒ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) NC corner Union Avenue  
(Zone) (Address) 8704 sq. feet  
(M B L) (Lot size)
- (b) What other zones lie within 500 ft.? R 4
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? under contract
- (e) Has property been subdivided previously? no When?
- (f) Has property been subject of variance or special permit previously? no When?
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? no. If so, when       .
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. underground gas tanks



IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_, to allow

(Describe proposed use)

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- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>15,000</u>	<u>8,704</u>	<u>6,296</u>
Min. Lot Width <u>125</u>	<u>100</u>	<u>25</u>
Reqd. Front Yard <u>40</u>	<u>3' at canopy</u>	<u>37</u>
Reqd. Side Yards <u>15 / 30</u>	<u>5 / 26.8</u>	<u>10 / 0</u>
Reqd. Rear Yard <u>15</u>	<u>5</u>	<u>10</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. <u>23</u>	_____	<u>0</u>
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** <u>0.5%</u>	<u>20%</u>	<u>19.5%</u>

\* Residential districts only

\*\* Non-residential districts only

(Describe proposed use)

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- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>15,000</u>	<u>8,704</u>	<u>6,296</u>
Min. Lot Width <u>125</u>	<u>100</u>	<u>25</u>
Reqd. Front Yard <u>40</u>	<u>at canopy</u> <u>3'</u>	<u>37</u>
Reqd. Side Yards <u>15 / 30</u>	<u>5 / 26.8</u>	<u>10 / 0</u>
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Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. <u>23</u>	_____	<u>0</u>
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** <u>0.5%</u>	<u>20%</u>	<u>19.5%</u>

\* Residential districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

Property in question is of limited size and variances requested will allow applicant to place a structure on the property and restore its use as a commercial property.  
Without variance the property is unuseable.



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_

requested will allow applicant to place a structure on  
the property and restore its use as a commercial property.

Without variance the property is unuseable.



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a  
variance, and set forth your reasons for requiring  
extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including  
signs on windows, face of building, and free-standing signs?

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☒ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section 3.2, Table of Use Regs Column B.
- (b) Describe in detail the use and structures proposed for the special permit.

Gasoline sale island with pumps for retail sale of  
gasoline.

☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Applicant proposes to make structure blend in with zone  
by use of quality building materials and plans presented  
to Board at hearing.

☒ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 50\* payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.

the special permit.

Gasoline sale island with pumps for retail sale of  
gasoline.

☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 50\* payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

\*Enclosed is one check for \$150 for applications

- #71-21 (a)  
71-21 (b)  
71-21 (c)

(Official Use Only)

X. AFFIDAVIT.

Date August 14, 1975

STATE OF ~~NEW YORK~~ MASSACHUSETTS  
) SS.:  
COUNTY OF ~~ORANGE~~ NORFOLK

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

V.S.H. REALTY, INC.

BY: Lily Haseotes Bentas  
(Applicant)

Lily Haseotes Bentas, Secretary-  
Treasurer

Sworn to before me this

14th day of August, 1975.

Grace D. Fabio  
Notary Public

My Commission expires 10/16/75.

XI. ZBA Action:

(a) Public Hearing date \_\_\_\_\_

(b) Variance is \_\_\_\_\_

(c) Special Permit is \_\_\_\_\_

(d) Conditions and safeguards \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Commonwealth of Massachusetts  
NORFOLK, ss.

I, JOHN P. CONZARON, Clerk of the Superior and District Courts, do hereby certify that the foregoing is a true and correct copy of the original as the same is on file in the County of Norfolk, Massachusetts.

Witness my hand and the seal of the County of Norfolk, Massachusetts, this 14th day of August, 1975.

Charles D. B. B. B.

Notary Public for the County of Norfolk, Massachusetts. My Commission Expires 10/16/75.

\_\_\_\_\_ ) SS.:  
COUNTY OF ~~NORFOLK~~ ) NORFOLK

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

V.S.H. REALTY, INC.

BY: *Lily Haseotes Bantas*  
(Applicant)

Lily Haseotes Bantas, Secretary-  
Treasurer

Sworn to before me this

14th day of August, 1975.

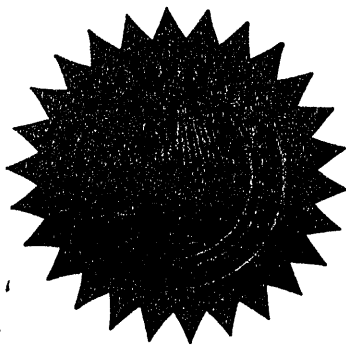
*Grace Di Fabio*  
Notary Public

My Commission expires 10/16/75.

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- (a) Public Hearing date \_\_\_\_\_
- (b) Variance is \_\_\_\_\_
- Special Permit is \_\_\_\_\_
- (c) Conditions and safeguards \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Commonwealth of Massachusetts  
NORFOLK, ss.



I, JOHN P. CONCANNON, Clerk of the Supreme Judicial Court, within and for the County of Norfolk, the same being a Court of Record and Common Law Jurisdiction having by law a seal, DO HEREBY CERTIFY that

Grace Di Fabio, Esquire  
whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was, at the time of taking such acknowledgment, a NOTARY PUBLIC in and for said Commonwealth of Massachusetts, residing in said County of Norfolk, duly commissioned, sworn and qualified, and authorized by the laws of said Commonwealth to take the proof of acknowledgment of deeds and other instruments in writing to be recorded in said Commonwealth, that I am well acquainted with the handwriting of said Notary Public, and verily believe that the signature to said certificate or proof of acknowledgment is genuine, and that the annexed instrument appears to be executed and acknowledged according to the laws of said Commonwealth. That impression of seal of such officer is not required by law to be filed in my office.

Witness, my hand, and the seal of said Court, at Dedham, in said County and Commonwealth, this 14th day of August A. D. 19 75

*John P. Concannon* CLERK.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

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In the Matter of the Application of

V.S.H. REALTY, INC.

No. 75-21 (a)

DECISION GRANTING AN  
AREA VARIANCE AND  
A SPECIAL PERMIT FOR  
GASOLINE

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WHEREAS V.S.H. REALTY, INC. of 777 Dedham Street, Canton, Massachusetts, 02021, filed an application No. 75-21 (a) for an area variance for its property located at the corner of Union Avenue and Route 94 in the Town of New Windsor; and

WHEREAS the same applicant corporation has requested a special permit to permit a gasoline sale island with gasoline pumps for retail sale  
Zoning  
of gasoline under New Windsor/Local Law, Section 3.2, Table of Use Regulations, Column B; and

WHEREAS a public hearing on this application for a variance and special permit was held by the Zoning Board of Appeals on the 25th day of August, 1975 at the Town Hall of the Town of New Windsor after due notice by publication and due notice to residents and businesses within 500 feet of the subject premises; and

WHEREAS at said hearing the petitioning corporation was represented by counsel, Stephen Reineke, Esq., and no opposition having appeared to the application; and

WHEREAS the Zoning Board of Appeals makes the following findings of fact in this application:

1. The minimum lot area variance sought is 6,296 feet; the minimum lot width sought is 25 feet; the required front yard variance sought is 37 feet; the required sideyard variance is 10/0 feet; the required rear yard variance is 10 feet; and the floor area ratio variance required is 19.5%.

2. The size of the lot is 8,704 square feet and there is already an existing building on the premises which will be removed if the application is granted.

WHEREAS the Zoning Board of Appeals makes the following findings of law in this matter:

1. The variance sought is not substantial in relation to the legally required areas and bulk standards as set forth in the Zoning Local Law.

2. The affect of the variance if allowed would have no substantial affect on the governmental facilities available;

3. There will be no substantial change in the character of the neighborhood nor substantial detriment to the adjoining properties;

4. There is no feasible way for the applicant to proceed with the construction of a convenience food store other than through a variance;

5. There are no other factors or interest bearing on this matter.

NOW THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor hereby grants the area variances as requested herein-above; and

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals is directed to forward a copy of this decision to the attorney for the applicant, the Town Planning Board, and the Town Clerk.

Dated: September 8, 1975.



THEODORE JARGSTORF, Chairman

Public Hearing - 8 p.m. VSH Realty - Union Ave 2  
Cumberland Farms - # 94

Spectators:

<u>Name:</u>	<u>Address:</u>
Joseph C. Travin	205 QUASSAICK AVE.
Rachel DeMolins	200 Tressack Ave
Peter DeMolins	200 Tressack Ave.
Mary (Dorothy)	13 Danden Drive (Squire)

RETAKE  
OF  
PREVIOUS  
DOCUMENT

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

---

In the Matter of the Application of

V.S.H. REALTY, INC.

No. 75-21 (a)

DECISION GRANTING AN  
AREA VARIANCE AND  
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Dated: September 8, 1975.

2/

THEODORE JARGSTORF, Chairman

Public Hearing - 8 p.m. VSH Realty - Union Ave & #94  
Cumberland Farms

Spectators:

Name:

Address:

Joseph G. Travia	205 QUASSAICK AVE.
Rachel DeMolins	200 Tressack Ave
Peter DeMolins	200 Tressack Ave.
Mary (Duffy)	13 Darden Drive (Squire)

555 Union Avenue  
New Windsor, N. Y. 12550  
September 15, 1975

Rider, Weiner & Loeb, P. C.  
Little Britain Road  
P. O. Box 1268  
Newburgh, N. Y. 12550

Attn: Stephen Reineke, Esq.

RE: APPLICATION FOR VARIANCE #75-21 (a), (b) and (c)  
VSH REALTY CORP.

Dear Steve:

Enclosed please find copies of three formal decisions of the Zoning

Board of Appeals on the above applications.

Nice doing business with you.

Sincerely,

PATRICIA DELIO, Secretary

/pd

Enclosures (3)

555 Union Avenue  
New Windsor, N. Y. 12550  
August 26, 1975

Rider, Weiner & Loeb, P. C.  
P. O. Box 1268  
Little Britain Road  
Newburgh, N. Y. 12550

RE: APPLICATION FOR VARIANCE - #75-21 (a), (b), and (c)  
Your File No. 13,757

Dear Steve:

This is to confirm that the Zoning Board of Appeals at their regular meeting held on Monday, August 25, 1975, granted all of the above variances requested by your client, V.S.H. Realty, Inc.

Formal decision of the Board will follow as soon as it is drafted and accepted at our next meeting.

Best regards,

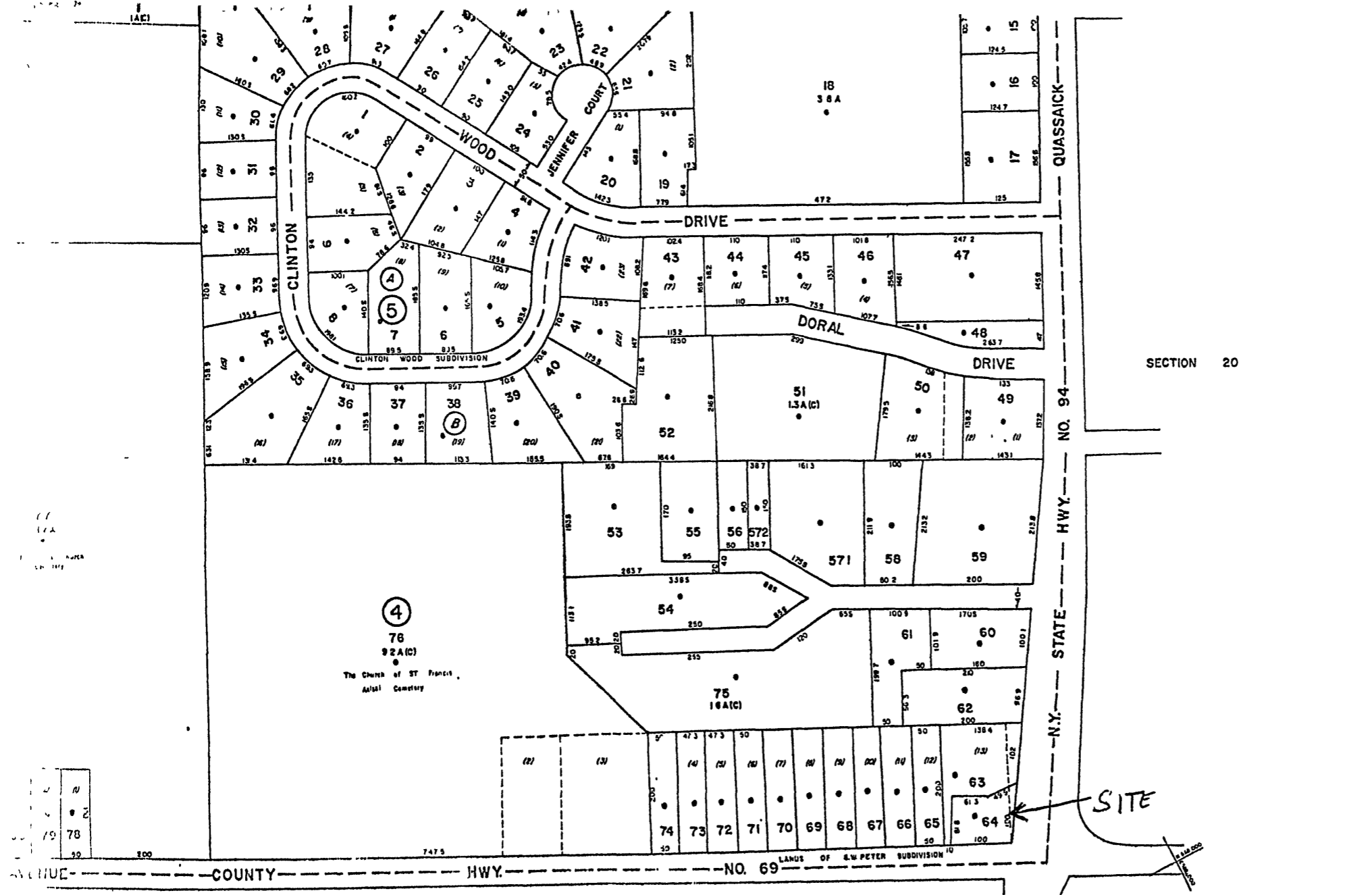
Sincerely,

PATRICIA DELIO, Secretary  
Zoning Board of Appeals

/pd

cc: Howard Collett, Bldg. Inspector  
Town of New Windsor

Joseph Loscalzo, Chairman  
Town of New Windsor Planning Board



SECTION 20

NO. 94  
STATE HWY.  
N.Y.

LEGEND

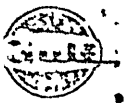
PLAT BLOCK NO.	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
32	32	112
AREAS	AREAS	STATE HIGHWAYS
DIMENSIONS	DIMENSIONS	COUNTY HIGHWAYS
		TOWN ROADS

ORANGE COUNTY~NEW YORK

Scale: 1" = 100' 0" 100' 200'  
 Date of Map: 9-24-67  
 Date of Revision: 3-15-74

TOWN OF NEW WINDSOR

Section No. 19 864



# GULF OIL CORPORATION



## AGREEMENT OF SALE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 75, by and between GULF OIL CORPORATION, a Pennsylvania corporation, acting by and through GULF OIL COMPANY - a division thereof, having an office at Number 1 Presidential Boulevard, Bala-Cynwyd, Montgomery County, Pennsylvania, 19004, hereinafter called SELLER, and

V.S.H. REALTY, INC. 777 DEDHAM ST.

CANTON, MASS, 02021

hereinafter called BUYER.

WITNESSETH:

At the SELLER agrees to sell and the BUYER agrees to purchase all that certain lot, piece or parcel of land and premises, together with the buildings thereon, if any, and the appurtenances thereto appertaining, hereinafter particularly described, situate in HELSING NEW WINDSOR  
COUNTY OF ORANGE, STATE OF NEW YORK  
described as follows, to-wit: COR. 94 (N.Y.S.H.) & UNION AVENUE,  
PER SKETCH ATTACHED

(COMPLETE DESCRIPTION TO BE INCLUDED IN DEED)

the following terms and conditions, to-wit:

1. BUYER agrees to pay for said property the sum of \$ 25000. - as follows:

(a) certified, bank cashier's or bank treasurer's check upon the execution of this agreement by the BUYER

\$ 2500. -

(b) certified, bank cashier's or bank treasurer's check upon delivery of deed to BUYER

\$ 22,500. -

2. Conveyance is to be by WARRANTY & SALE Deed subject to the following conditions: W/COVENANT AGAINST GRANTOR'S ACTS.

(a) Any state of facts and conditions that an accurate survey and personal inspection of the premises would disclose; easements, conditions, restrictions and reservations of record; existing tenancies, if any; zoning ordinances, if any; and taxes and assessments both general and special, if any, which shall fall due and payable following the date of closing.

(b) Title to all ~~trade fixtures, signs, underground tanks and other equipment~~ on the premises, if any, together with the right to enter the premises and to remove the same, at any time prior to settlement, is reserved unto the SELLER.  
ALL OTHER EQUIP. TO BE CONVEYED TO BUYER AT NO EXTRA CHARGE.

3. ~~The deed will contain the following restrictive covenant running with the land:~~  
~~"In accepting this conveyance and as a part of the consideration therefor, the Grantees, for themselves, their heirs, legal representatives, successors and assigns, covenant and agree to and with the Grantor, its successors and assigns, that the premises hereby conveyed shall not be used or occupied for the wholesale or retail sale and/or storage of gasoline, petroleum or petroleum products for a period of \_\_\_\_\_ ( ) years from the date hereof. This restrictive covenant shall run with the land hereby conveyed."~~

4. Title is to be such as will be insured by a reputable title company at regular rates.

5. Possession is to be given on date of delivery of deed.

6. Real Estate taxes shall be prorated as of the date of settlement based upon the period for which they are levied.

7. Any taxes

V.S.H. KEALTY, INC. 777 DEDHAM ST.,  
CANTON, MASS, 02021

hereinafter called BUYER.

WITNESSETH:

t the SELLER agrees to sell and the BUYER agrees to purchase all that certain lot, piece or  
cel of land and premises, together with the buildings thereon, if any, and the appurtenances  
reto appertaining, hereinafter particularly described, situate in HEWLETT NEW WINDSOR  
COUNTY OF ORANGE, STATE OF NEW YORK  
cribed as follows, to-wit: COR. 94 (N.Y.S.H.) & UNION AVENUE,  
PER SKETCH ATTACHED

(COMPLETE DESCRIPTION TO BE INCLUDED IN DEED)

the following terms and conditions, to-wit:

1. BUYER agrees to pay for said property the sum of \$ 25000. - as follows:

(a) certified, bank cashier's or bank treasurer's  
check upon the execution of this agreement  
by the BUYER

\$ 2500. -

(b) certified, bank cashier's or bank treasurer's  
check upon delivery of deed to BUYER

\$ 22,500. -

2. Conveyance is to be by BARGAIN & SALE Deed subject to the  
following conditions: W/ COVENANT AGAINST GRANTOR'S ACTS.

(a) Any state of facts and conditions that an accurate survey and personal inspec-  
tion of the premises would disclose; easements, conditions, restrictions and  
reservations of record; existing tenancies, if any; zoning ordinances, if any;  
and taxes and assessments both general and special, if any, which shall fall  
due and payable following the date of closing.

(b) Title to all ~~trade fixtures, signs, underground tanks and other equipment~~ on  
the premises, if any, together with the right to enter the premises and to  
remove the same, at any time prior to settlement, is reserved unto the SELLER.  
ALL OTHER EQUIP. TO BE CONVEYED TO BUYER AT NO EXTRA CHARGE.

3. ~~The deed will contain the following restrictive covenant running with the land:~~  
"In accepting this conveyance and as a part of the consideration therefor, the  
Grantees, for themselves, their heirs, legal representatives, successors and assigns,  
covenant and agree to and with the Grantor, its successors and assigns, that the  
premises hereby conveyed shall not be used or occupied for the wholesale or retail  
sale and/or storage of gasoline, petroleum or petroleum products for a period of  
( ) years from the date hereof. This restrictive covenant shall  
run with the land hereby conveyed."

4. Title is to be such as will be insured by a reputable title company at regular rates.

5. Possession is to be given on date of delivery of deed.

6. Real Estate taxes shall be prorated as of the date of settlement based upon the  
period for which they are levied.

7. Any taxes imposed on the conveyance of this property by any governmental body shall  
be paid in accordance with the law or ordinance levying such tax or, in the absence  
of a controlling law or ordinance, shall be divided equally between SELLER and BUYER.

8. BUYER shall pay all charges and fees for the recording of the Deed, and Mortgage,  
if any.

9. In the event the premises are damaged or destroyed by fire or other casualty prior  
to settlement, BUYER shall have the right to terminate this agreement by written  
notice to the SELLER, in which event SELLER shall return the down payment to BUYER  
and both parties shall be relieved of all further liability hereunder.

This agreement shall not be recorded.

Upon failure of the BUYER to perform hereunder, it is understood and agreed that the SELLER may at its option declare this agreement null and void and retain all sums paid by BUYER hereunder as liquidated damages.

12. The deed shall be delivered upon the receipt of said payments at the office of BUYER OR ATTORNEY on or before ~~3-31-75~~ 5/15/75.
13. This instrument shall constitute an offer to purchase the aforescribed premises on the part of the BUYER herein named and may be withdrawn by the BUYER if this instrument is not accepted and executed by the SELLER and returned to the BUYER on or before 2-28-75. Nothing herein or elsewhere contained shall be construed as an agreement on the part of the SELLER to sell the premises unless the offer is so accepted by SELLER. Should the offer be rejected by the SELLER this instrument shall be null, void and of no effect and the sole liability of the SELLER will be to refund to the BUYER the amount paid on account of the purchase price.
14. SELLER is hereby irrevocably authorized to negotiate or deposit to its account the check representing the amount paid on account of the purchase price herein provided for. Notwithstanding the negotiation or deposit of such check, this offer shall not constitute a contract or otherwise be binding on SELLER unless and until the acceptance below has been executed by SELLER'S District Marketing Manager and an executed copy has been delivered to BUYER. In the event this offer is not accepted by SELLER, SELLER'S sole obligation shall be to refund the amount paid on account of the purchase price to BUYER.
15. *BUYER AGREES SALE IS WITHOUT ANY COMMITMENT ON PART OF SELLER TO PROVIDE AUTOMOTIVE GASOLINES AT ANY TIME NOW OR IN THE FUTURE, AND BUYER AT NO TIME SHALL REQUEST SUPPLY OF GASOLINES FROM GULF OIL CORPORATION.*
16. In the event that the buyer is unable to obtain the permits, licenses, consents and authorization for the construction and operation of a food store with self-service <sup>petroleum</sup> facilities, in accordance with plans submitted to the respective agencies for the issuance of said permits, including permit for necessary and reasonable curb cuts, then this agreement shall become null and void, at the option of the buyer, and all monies paid by the buyer shall be immediately returned without deductions.

IN WITNESS WHEREOF, the BUYER has executed this agreement in duplicate the day and year at above written.

ATTEST:

Jane Leonard

V.S.H. REALTY, INC.

BY: D.B. HASEOTES  
D.B. HASEOTES, GENERAL MANAGER

Buyer

ACCEPTANCE

GULF OIL CORPORATION, as SELLER herein, hereby accepts this offer from BUYER and agrees all the within described property on the terms and subject to the conditions stated in

13. This instrument shall constitute an offer to purchase the aforescribed premises on the part of the BUYER herein named and may be withdrawn by the BUYER if this instrument is not accepted and executed by the SELLER and returned to the BUYER on or before 2-28-75. Nothing herein or elsewhere contained shall be construed as an agreement on the part of the SELLER to sell the premises unless the offer is so accepted by SELLER. Should the offer be rejected by the SELLER this instrument shall be null, void and of no effect and the sole liability of the SELLER will be to refund to the BUYER the amount paid on account of the purchase price.

14. SELLER is hereby irrevocably authorized to negotiate or deposit to its account the check representing the amount paid on account of the purchase price herein provided for. Notwithstanding the negotiation or deposit of such check, this offer shall not constitute a contract or otherwise be binding on SELLER unless and until the acceptance below has been executed by SELLER'S District Marketing Manager and an executed copy has been delivered to BUYER. In the event this offer is not accepted by SELLER, SELLER'S sole obligation shall be to refund the amount paid on account of the purchase price to BUYER.

15. *BUYER AGREES SALE IS WITHOUT ANY COMMITMENT ON PART OF SELLER TO PROVIDE AUTOMOTIVE GASOLINES AT ANY TIME NOW OR IN THE FUTURE, AND BUYER AT NO TIME SHALL REQUEST SUPPLY OF GASOLINES FROM GULF OIL CORPORATION.*

16. In the event that the buyer is unable to obtain the permits, licenses, consents and authorization for the construction and operation of a food store with self-service/petroleum facilities, in accordance with plans submitted to the respective agencies for the issuance of said permits, including permit for necessary and reasonable curb cuts, then this agreement shall become null and void, at the option of the buyer, and all monies paid by the buyer shall be immediately returned without deductions.

IN WITNESS WHEREOF, the BUYER has executed this agreement in duplicate the day and year at above written.

ATTEST:

Jane Leonard

V.S.H. REALTY, INC.

BY: D.B. Haseotes  
D.B. HASEOTES, GENERAL MANAGER

Buyer

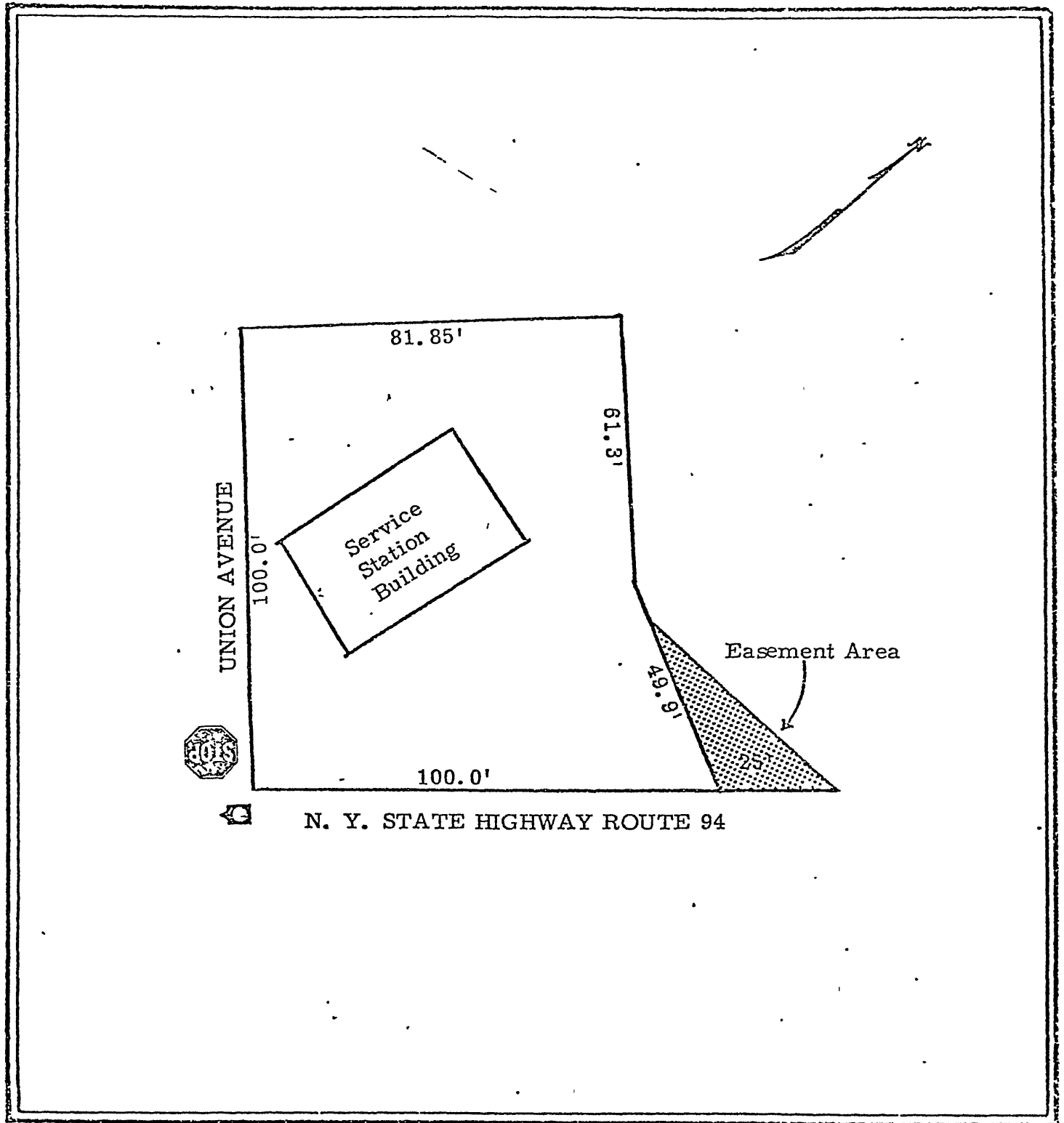
ACCEPTANCE

GULF OIL CORPORATION, as SELLER herein, hereby accepts this offer from BUYER and agrees sell the within described property on the terms and subject to the conditions stated in foregoing agreement.

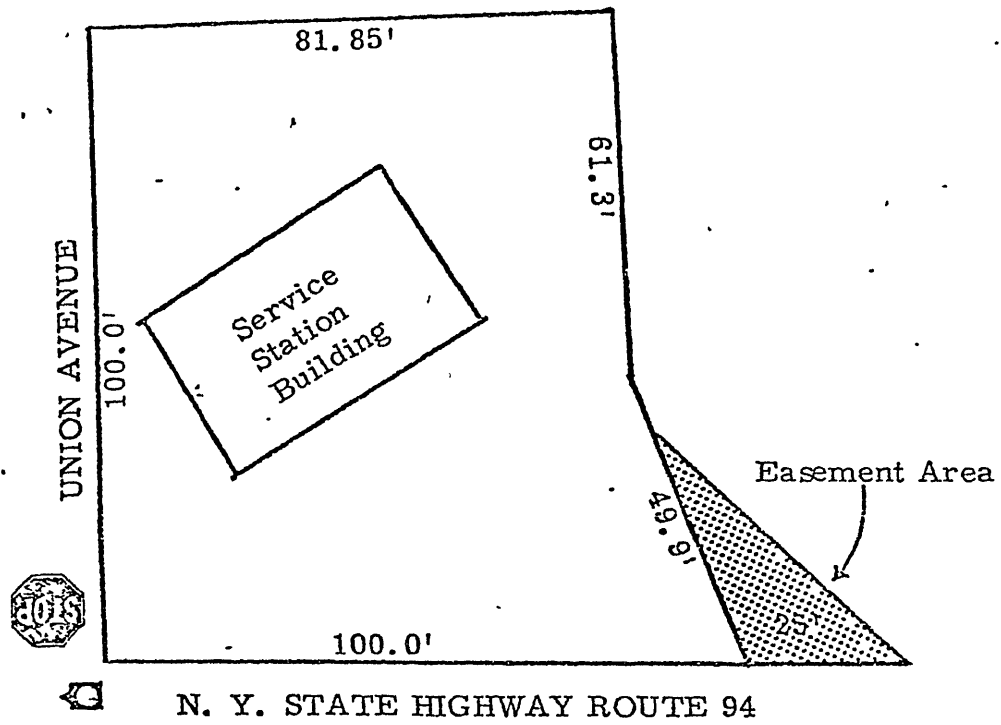
Dated this 25<sup>th</sup> day of February, 19 75.

GULF OIL CORPORATION

By: D.B. Haseotes  
District Marketing Manager  
Gulf Oil Company - U.S., A Division  
of Gulf Oil Corporation



PLOT PLAN



PLOT PLAN

# Gulf Oil Company - U.S.

NEW YORK CITY RETAIL MARKETING DISTRICT

J W Cahill  
MARKETING MANAGER

2000 Marcus Avenue  
Lake Success, N Y 11040

July 15, 1975

Mrs. Margaret A. McFadden  
V.S.H. Realty, Inc.  
777 Dedham Street  
Canton, Massachusetts 02021

Re: Proposed Sale of Premises  
Route 94 & Union Avenue  
New Windsor, New York

Dear Mrs. McFadden:

Reference is made to your letter dated July 3, 1975 requesting an extension of our Agreement of Sale until September 15, 1975, to secure a permit to use the referenced premises for a convenience store.

This shall confirm our understanding to extend such time until September 15, 1975 with the further understandings that you will furnish this office with a written status report of your efforts to be received no later than September 2, 1975, that written notice of your success or failure to secure said permit will be received no later than September 15, 1975, and that upon your success you will be ready to accept this conveyance no later than September 29, 1975.

Please indicate your concurrence to these understandings by signing, dating, and returning the attached copy of this letter to the attention of Mr. Stanley Zarinsky at this office.

Very truly yours,

GULF OIL COMPANY - U.S.

*J W Cahill*  
J. W. Cahill

District Marketing Manager

/fjg

Concur:  
V.S.H. Realty, Inc.

by: *D B Haseotes*  
D. B. Haseotes  
General Manager

Date: 7/17/75



A DIVISION OF GULF OIL CORPORATION

July 23, 1975

Mr. Stanley Zarinsky  
Gulf Oil Company - U.S.  
2000 Marcus Avenue  
Lake Success, New York 11040

Re: Route 94 & Union Avenue  
New Windsor, New York

Dear Mr. Zarinsky:

As requested by your Mr. Cahill, I am enclosing a signed copy of the extension letter on the above-captioned property.

If you require anything further at this time, please let me know.

Very truly yours,

V.S.H. REALTY, INC.

Margaret A. McFadden (Mrs.)  
Real Estate Supervisor

MM:lms

Enclosure

RIDER, WEINER & LOEB, P.C.  
ATTORNEYS AND COUNSELLORS AT LAW

**AUG 12 1975**

M J RIDER (1906-1968)  
ELLIOTT M WEINER  
JAMES R LOEB  
DAVID L RIDER  
\_\_\_\_\_  
DAVID L LEVINSON  
STEPHEN L REINEKE

POST OFFICE BOX 1268  
LITTLE BRITAIN ROAD (ROUTE 207)  
NEWBURGH, NEW YORK 12550  
\_\_\_\_\_  
(914) 562-8700

August 11, 1975

Mrs. Patricia DeLio, Secretary  
Zoning Board of Appeals  
555 Union Avenue  
New Windsor, New York

Re: V.S.H. Realty, Inc. - Our File: 13,757

Dear Pat:

Enclosed herewith please find notices of hearing before the ZBA scheduled for August 25, 1975. I understand that you will have the notices published as required. Should you have any questions, Steve will be back in the office on Thursday, August 14th. Thank you for your help with this matter.

Very truly yours,

RIDER, WEINER & LOEB, P.C.

By: *Carol Hurley*

cm  
Enc.

